



STATE OF TENNESSEE  
DEPARTMENT OF EDUCATION

**REQUEST FOR PROPOSALS # 33105-01319**  
**AMENDMENT # 1**  
**FOR RESPONSE TO INSTRUCTION AND**  
**INTERVENTION UNIVERSAL SCREENERS AND**  
**PROGRESS MONITORING TOOLS**

**DATE: APRIL 4, 2019**

**RFP # 33105-01319 IS AMENDED AS FOLLOWS:**

1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.

| EVENT  | TIME<br>(central<br>time<br>zone) | DATE           | COMPLETED/REVISED |
|--|-----------------------------------|----------------|-------------------|
| 1. RFP Issued  |                                   | March 6, 2019  | COMPLETED         |
| 2. Disability Accommodation Request Deadline   | 2:00 p.m.                         | March 11, 2019 | COMPLETED         |
| 3. Pre-response Conference   | 9:30 a.m.                         | March 15, 2019 | COMPLETED         |
| 4. Notice of Intent to Respond Deadline  | 2:00 p.m.                         | March 18, 2019 | COMPLETED         |
| 5. Written "Questions & Comments" Deadline   | 2:00 p.m.                         | March 25, 2019 | COMPLETED         |
| 6. State Response to Written "Questions & Comments"  |                                   | April 4, 2019  | COMPLETED         |
| 7. 2 <sup>nd</sup> Written "Questions & Comments Deadline to address SPECIFIC vendor exceptions to areas of the pro forma contract | 2:00 p.m.                         | April 11, 2019 | REVISED           |
| 8. State Response to 2 <sup>nd</sup> Written "Questions & Comments"  |                                   | April 17, 2019 | REVISED           |
| 9. Response Deadline   | 2:00 p.m.                         | April 25, 2019 | REVISED           |
| 10. State Completion of Technical Response Evaluations   |                                   | May 14, 2019   | REVISED           |
| 11. State Opening & Scoring of Cost Proposals  | 2:00 p.m.                         | May 15, 2019   | REVISED           |

|  |           |                     |         |
|--|-----------|---------------------|---------|
| 12. Negotiations (Optional)  |           | May 16-May 22, 2019 | REVISED |
| 13. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection | 2:00 p.m. | May 28, 2019        | REVISED |
| 14. End of Open File Period  |           | June 4, 2019        | REVISED |
| 15. State sends contract to Contractor for signature   |           | June 6, 2019        | REVISED |
| 16. Contractor Signature Deadline  | 2:00 p.m. | June 10, 2019       | REVISED |

**2. State responses to questions and comments in the table below amend and clarify this RFP.**

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

| RFP SECTION        | PAGE #     | QUESTION / COMMENT   | STATE RESPONSE  |
|--------------------|------------|--|---|
| C.4                | pg. 23     | 1 Provide evidence the Universal Screener can be administered three times per year (i.e., fall, winter, spring) for grades K-6.<br><br>Question: Would the state accept proposals that meet a subset of grades K-6?  | No. The State requires evidence that the Universal Screener can be administered three times per year for all grades K-6.  |
| C.8 and C.11       | pgs. 23-24 | 2 Provide evidence from a minimum of three peer reviewed articles that indicate classification accuracy...."; "Provide three peer reviewed articles that each of the measures have multiple forms of equivalent difficulty.<br><br>Question: Would the state accept peer-reviewed conference presentations to meet these requirements? | No.   |
| RFP ATTACHMENT 6.3 | pgs. 30-33 | 3 If a vendor proposes a single solution that is both a universal screener and progress monitoring tool, how should they present pricing?  | Pricing must be submitted separately for the Universal Screener and Progress Monitoring Tool.   |
| Scope of Service   | 1          | 4 The pro forma contract substantially represents the contract document that the successful Respondent must sign." 5.3. Contract Award Process / pg 15: 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiations prior to contract signing and, as a result, revise the pro forma   | Respondents are directed to RFP 3.3.1; 5.3.4;<br><br>Any proposed revisions to the Pro Forma Contract must be received by the 2 <sup>nd</sup> Written "Questions & Comments Deadline date of April 11, 2019 at 2:00pm CST. If the State decides at its sole option to accept any proposed revisions, an amendment will be issued in a revised |

| RFP SECTION                             | PAGE # | QUESTION / COMMENT  | STATE RESPONSE   |
|---|--------|---|--|
|   |        | <p>contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.</p> <p>Question: Is there a preferred process that a Respondent may use to take exception to particular portions of the pro forma contract?</p>  | RFP document.  |
| 3.3. Response & Respondent Prohibitions | page 8 | <p>5 A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it; 5.3. Contract Award Process / pg 15: 5.3.4. The Respondents identified as offering the apparent best-evaluated responses must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., Pro Forma Contract. The Respondents must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.</p> <p>Question: Is a request by Respondent to hold certain specifically identified terms open for negotiation post award permitted or will the State treat such a request as non-responsive?</p> | <p>Respondents are directed to RFP 3.3.1; 5.3.4;</p> <p>Any proposed revisions to the Pro Forma Contract must be received by the 2<sup>nd</sup> Written "Questions &amp; Comments Deadline" date of April 11, 2019 at 2:00pm CST. If the State decides at its sole option to accept any proposed revisions, an amendment will be issued in a revised RFP document.</p> |
|   |        | <p>6 Please indicate how a vendor should organize their response binder.</p>  | The response should mirror the order of RFP Attachment 6.2.  |
|   |        | <p>7 General Contracting Information &amp; Requirements, Section 4.4, Assignment &amp; Subcontracting, Subsection 4.4.1, Page 10; RFP Attachment 6.2, Technical Response &amp; Evaluation Guide, Section B.14, Page 20; Contract, Section D.6,</p>  | Confirmed.   |

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|  |             | <p>Assignment and Subcontracting, Page 45; Contract, Section D.9, Prohibition of Illegal Immigrants, Subsection (b), Page 46; Contract, Section D.29, Debarment and Suspension, Page 52; Contract, Section E.11, Contractor Hosted Services Confidential Data, Audit, and Other Requirements, Subsection (c), Page 56; Attachment A, Page 59:</p> <p>Please confirm that the use of the term “subcontractors” refers to subcontractors performing work specifically for the State or Districts under this agreement, and not for work performed for Contractor by third parties in the general course of business, such as Contractor’s cloud service provider.</p> |   |
| Section 4.4.<br>D.6.                             | 10<br>45    | 8 Please confirm that these sections do not apply in the context of corporate transactions, such as mergers or acquisitions, which do not impact the day-to-day operation of Contractor’s business.   | All assignments require the prior written approval of the State.  |
| Section 4.5                                      | 10          | 9 Please confirm that the State’s right to refuse personnel providing goods or services under the contract is limited to personnel providing goods or services onsite.  | No, this is not correct. The right to refuse personnel or subcontractors applies to any work related to the awarded contract.   |
| Section 4.8-<br>4.8.3<br>Section 5.3.-<br>5.3.3. | 11<br>15    | 10 Please confirm that responses will be open for public inspection, except for information marked as proprietary or confidential.  | Respondents should clearly mark any items it deems as confidential or proprietary. The State will consider items so marked as confidential or proprietary to the extent allowable under law Tenn._Code_Ann.§ 10-7-501 et seq.   |
| D.15.<br>D.27.                                   | 47<br>51-52 | 11 Please confirm that Contractor will not be expected to comply with statutes listed in the contract that are not applicable to the products and services provided to the State under the contract.  | The vendor must comply with all legal requirements to the extent applicable under law.  |
| D.25   | 48-51       | 12 Our company has extensive insurance coverage that it believes adequately protects all of its customers against a wide array of risks associated with its business operations and that has been found to be more than satisfactory by other state agencies  | <p>Respondents are directed to RFP 3.3.1; 5.3.4;</p> <p>Any proposed revisions to the Pro Forma Contract must be received by the 2<sup>nd</sup> Written “Questions &amp; Comments Deadline date of April 11, 2019 at 2:00pm CST. If the State decides at its sole option to</p> |

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|                                |                          | and municipalities throughout the United States. In reviewing the insurance provisions proposed by the State and its own policies, we note instances where there are inconsistencies between the two. Would the state be willing to negotiate the exact insurance requirements with a successful bidder so that the States' risk management needs can be met, but at the same time bidders can have a thorough discussion with its insurance providers and the State to make sure the requirements are consistent with commercially available policies? | accept any proposed revisions, an amendment will be issued in a revised RFP document.  |
| D.26.<br>D.27.<br>E.3.<br>E.7. | 51.<br>52.<br>53.<br>54. | 13 Please confirm that indemnity will be limited to third parties, as claims and damages between the parties are covered under other areas of the contract.   | The Hold Harmless section may include damages incurred by the State.   |
| E.7                            | 53-54                    | 14 Please confirm that de-identified data, which refers to data generated from student usage of Contractor's software from which all personally identifiable information has been removed or obscured so that it does not identify individual students and there is no reasonable basis to believe that the information can be used to identify individual students, is not considered confidential information and may be used for product development, product functionality and research purposes.   | This is allowable with permission from the school district in accordance with their privacy policies. See the addition of RFP Attachment 6.6, Pro Forma Contract Section A.8.  |
| E.10.<br>E.11.                 | 54<br>56                 | 15 Please confirm that it is acceptable for Contractor to require written request to return or destroy PII received under this contract in order to avoid inadvertent destruction of data that the State or a District might wish to retain.  | Yes, destruction upon written request is preferred.  |
| E.10                           | 54-55                    | 16 Please confirm that Contractor will only be obligated to report to the District actual unauthorized disclosures of PII, as "potential" unauthorized disclosures can be difficult to identify. Also, please confirm that the provision of credit monitoring services would not be applicable in the event of a data breach given the nature of the State  | The Contractor shall immediately notify the state of actual or potential disclosure of PII so any necessary mitigating action can be taken without delay.<br><br>The credit monitoring requirement is at the sole discretion of the State to enforce in the event of an unauthorized disclosure. |

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|              |          | data that will be held by Contractor.  |  |
| E.11         | 55       | 17 Please confirm that a SOC Type II audit would only be required at the time of the Contract, not at the time of proposal.  | Confirmed.   |
| E.11         | 56       | 18 Please confirm that backups may be deleted from Contractor's servers over time, as consistent with standard industry practice and Contractor's data handling policies.  | Yes, in accordance with the overall guidelines provided for data retention and disaster recovery.  |
| E.11         | 56       | 19 Please confirm that the Ubuntu Linux Open Source community is an acceptable operating system.   | Yes, but please note the requirements stipulated around patching and version management.   |
| E.11         | 56-57    | 20 Please confirm that information technology control audits are subject to the confidentiality of Contractor's other customers and that they will not impact Contractor's ability to provide its products and services to its other customers.  | The State will comply with vendor assertion of confidentiality to the extent permissible under Tennessee public records law.   |
|              |          | 21 (Company Name) is a Universal Reading Screening Tool. Can we respond to this RFP if our product is reading only--no math?   | Yes.   |
| C.7.<br>C.9. | ---      | 22 Requirement: Provide six paper copies of all measures for each grade as evidence that the product explicitly measures each area listed. Our measures are proprietary and not for public disclosure.<br><br>Please advise us regarding your preferred method for designating proprietary information, not to be distributed without written permission of our company. | Respondents should clearly mark any items it deems as confidential or proprietary. The State will consider items so marked as confidential or proprietary to the extent allowable under law Tenn. Code Ann. § 10-7-501 et seq. |
| 3.3.2        | 8        | 23 "A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal." Please clarify what vendor actions would constitute restrictions of the rights of the State.  | For example, the State may reject as non-responsive any response that limits the rights of the State to enforce legal remedies available under the contract. This is not considered to be an exhaustive list.                  |
| C.7.<br>C.9. | 23<br>27 | 24 Item C.7 on RFP p.23 and item C.9 on RFP p.27 ask vendors to "Provide six paper copies of all measures for each grade..." Our company offers many forms (>15) of multiple measures at   | Yes, this is acceptable.   |

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|             |        | each grade level. Therefore, would it be permissible for vendors to provide six sets of one form of each of the measures for each grade with the proposal?  |   |
| RFP         | 30-33  | 25 Separate Cost Proposals are requested for Universal Screening (RFP pp. 30–31) and Progress Monitoring (RFP pp. 32–33). Our company offers both components as a package and thus does not have an option for separate pricing for each. How should vendors with this type of pricing model present prices for universal screening vs progress monitoring on the Cost Proposals? | Pricing must be submitted separately for the Universal Screener and Progress Monitoring Tool.   |
| A.7.        | 42-43  | 26 Clause A.7 of the sample contract on RFP pp. 42–43 outlines the specifications for training of each school district and State Special School that select a vendor's proposed tool. In addition, training prices must be listed on the Cost Proposal. Please identify where in the Technical Response vendors should describe their proposed training plan for this project.    | This has been added as C.25 in RFP Attachment 6.2-Section C, Universal Screening Technical Response & Evaluation Guide and C.24 in RFP Attachment 6.2-Section C, Progress Monitoring Technical Response & Evaluation Guide. |

**3. Delete RFP section 1.1 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

**1.1. Statement of Procurement Purpose**

Evaluation of students suspected of specific learning disabilities relies on school districts ("districts") implementing strong universal screening and progress monitoring practices within their Response to Instruction and Intervention framework (RTI<sup>2</sup>). Decision regarding eligibility for special education are high stakes decision that requires the use of technically sound assessments (federal regulation at 34 CFR § 300.304). The [State's RTI<sup>2</sup> Framework Manual](#) outlines key components required for the universal screening process and for progress monitoring. Due to the requirement that districts universally screen all students and progress monitor those receiving Tier II or III interventions, the State is assisting by identifying universal screening and progress monitoring tools through this RFP that are the most reliable and valid in accurately identifying students in need of intervention and determining response to intervention.

In 2014, an RFP was completed that resulted in the identification of three vendors that met the technical requirements of the State, two of which entered into no-cost contracts. These vendor contracts expire in July 2019. In addition, since 2014 vendors have revised and changed their current tools, additional tools have been developed in the marketplace, and there have been advances in research on universal screening and progress monitoring. For these reasons, the State is issuing this RFP that will identify multiple universal screening and progress monitoring tools for districts to select from with the knowledge that the tools identified through this RFP meet the criteria specified by the State. This RFP was reviewed by a representative of the National Center for Intensive Intervention (NCII) and RFP Attachment 6.2, Section C is aligned with the NCII requirements. Districts will be encouraged, **but not required**, to procure universal screeners and progress monitoring tools from the vendors identified through this process. Vendors may

submit a proposal for either a universal screener or a progress monitoring tool or both. All vendors receiving a score of 50 or above on RFP Section 6.2, Section C will be identified as meeting the state criteria through this RFP process.

4. Add the following as RFP Attachment 6.2-Section C, Universal Screening Technical Response & Evaluation Guide, Item Reference C.25 and renumber any subsequent sections as necessary:

|  |              |  |  |          |  |
|--|--------------|--|--|----------|--|
|  | <b>C.25.</b> | Provide the Respondent's proposed plan for training school districts and State Special Schools in the use of the Universal Screener. |  | <b>5</b> |  |
|--|--------------|--|--|----------|--|

5. Add the following as RFP Attachment 6.2-Section C, Progress Monitoring Technical Response & Evaluation Guide, Item Reference C.24 and renumber any subsequent sections as necessary:

|  |              |  |  |          |  |
|--|--------------|--|--|----------|--|
|  | <b>C.24.</b> | Provide the Respondent's proposed plan for training school districts and State Special Schools in the use of the Progress Monitoring Tool. |  | <b>5</b> |  |
|--|--------------|--|--|----------|--|

6. Add the following as RFP Attachment 6.6-Pro Forma Contract section A.8 and renumber any subsequent sections as necessary:

A.8. The Contractor may use de-identified data for product development, product functionality and research purposes with the permission of the district. The de-identified data refers to data generated from student usage of Contractor's software from which all personally identifiable information has been removed or obscured so that it does not identify individual students and there is no reasonable basis to believe that the information can be used to identify individual students and is not considered confidential information.

7. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.